

CALLISTER NEBEKER & McCULLOUGH

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
GATEWAY TOWER EAST SUITE 900
10 EAST SOUTH TEMPLE
SALT LAKE CITY, UTAH 84133
TELEPHONE 801-530-7300
FAX 801-364-9127

COURTESY COPY

LOUIS H. CALLISTER	LYNDA COOK
GARY R. HOWE	JOHN H. REES
L. S. McCULLOUGH, JR.	MARK L. CALLISTER ²
FRED W. FINLINSON	MARTIN R. DENNEY
DOROTHY C. PLESHE	JAN M. BERGESON
JEFFREY N. CLAYTON	LAURIE S. HART
JAMES R. HOLBROOK	WILLIAM H. CHRISTENSEN
W. WALDAN LLOYD	GLEN F. STRONG ³
JEFFREY L. SHIELDS	JAMES D. GILSON ⁴
RICHARD T. BEARD	CRAIG T. JACOBSEN
STEVEN E. TYLER	JOHN B. LINDSAY
CRAIG F. McCULLOUGH	DOUGLAS K. CUMMINGS
GEORGE R. SUTTON	ZACHARY T. SHIELDS
RANDALL D. BENSON	JEANENE F. PATTERSON ⁵
GEORGE E. HARRIS, JR. ¹	JAMES E. MERRELL
PAUL H. SHAPHREN	DAVID R. YORK
DAMON E. COOMBS	LEE S. McCULLOUGH, III
CYNTHIA J. CRASS	JENNIFER WARD
BRIAN W. BURNETT	LEONARD J. CARSON
CASS C. BUTLER	CHRISTIAN W. CLINGER ⁶

¹ ALSO MEMBER MISSOURI BAR
² ALSO MEMBER CALIFORNIA BAR
³ ALSO MEMBER ILLINOIS BAR
⁴ ALSO MEMBER COLORADO AND WASHINGTON D.C. BARS
⁵ ALSO MEMBER NEW YORK AND DELAWARE BARS
⁶ ALSO MEMBER NEBRASKA BAR

OF COUNSEL
GERI A. ALLISON
LUCY KNIGHT ANDRE
T. RICHARD DAVIS
EARL P. STATEN

LOUIS H. CALLISTER, SR.
(1904-1983)
FRED L. FINLINSON
(1906-1995)
RICHARD H. NEBEKER
(1924-1998)

TO CALL WRITER DIRECT
(801) 530-7428
brianburnett@cnmlaw.com

September 24, 2001

VIA FEDERAL EXPRESS

East Carbon City
101 West Geneva Drive
East Carbon, UT 84520

Sunnyside City
701 Market Street
Sunnyside, UT 84539

Incoming
C/007/035
Copy PFO

Re: Sunnyside Cogeneration Associates - Agreement for Property Access

Gentlemen:

Enclosed please find the following documents:

1. Agreement for Property Access ("Agreement") between Sunnyside Cogeneration Associates ("SCA"), East Carbon City and Sunnyside City.
2. Check No. 90400244 in the amount of \$30,000 to East Carbon City. These funds are allocated as set forth in the Agreement as follows:

\$5,000 for East Carbon City for the right to access the property and

\$25,000 to be held in an escrow account with East Carbon City for the benefit of East Carbon City and Sunnyside City.

RECEIVED

SEP 26 2001

DIVISION OF
OIL, GAS AND MINING

3. Check No. 90400261 in the amount of \$5,000 to Sunnyside City for the right to access the property as set forth in the Agreement.
4. A letter dated August 13, 2001 from the State of Utah, Division of Oil, Gas & Mining ("DOGM"), allowing SCA's work pursuant to the Agreement along with an executed Indemnification of DOGM by SCA. I contacted Mark Page with the Utah Division of Water Rights, and Mark stated that at this stage, no approval is necessary from his agency. If the site is developed, SCA will need approval from the Utah Division of Water Rights.
5. A Project Plan dated September 17, 2001 from Aleksander & Associates, P.A. describing and defining the proposed activities on the property to be undertaken by SCA and its contractors, and addressing the issues set forth in Paragraph B of the Agreement.
6. A complete list of the contractors who will work on the site for SCA as described in the Project Plan along with Certificates of Insurance from SCA and the contractors demonstrating at least \$1 million of Comprehensive General Liability Insurance and evidence of Workers' Compensation Insurance as required in Paragraph E of the Agreement:

Sunnyside Cogeneration Associates	Owner
Aleksander & Associates, P.A., Boise, ID	Project Manager
A-Core Inc., Salt Lake City, UT	Concrete Cutting
Delco Western, Salt Lake City, UT	Well Sampling & Logging
Hydro-Chem Industrial Services Inc., Draper, UT	Hydro Demolition
Mayo and Associates, Inc., Provo, UT	Hydro-Geologists
Nielsen Construction, sub Scamp Excavation, Price, UT	Excavation and Reclamation
Wilfred Baker Engineering Inc., San Antonio, TX	Site Safety Specialist

The above documents provide you with everything required pursuant to the Agreement for you to issue a Notice to Proceed to SCA, except for a Certificate of Insurance from Mayo and Associates, Inc. which I will send to you tomorrow. As set forth in Paragraph F of the Agreement, East Carbon City

East Carbon City
Sunnyside City
September 24, 2001
Page 3

should issue the Notice to Proceed on behalf of itself and Sunnyside City. Because SCA would like to begin as soon as possible, please issue the Notice to Proceed as quickly as possible.

Thank you for your cooperation in this regard. If you have any questions, please feel free to contact me.

Sincerely,

CALLISTER NEBEKER & MCCULLOUGH

A handwritten signature in black ink, appearing to read "Brian W. Burnett", with a long horizontal flourish extending to the right.

Brian W. Burnett

BWB:ias
Enclosures

cc: Gerald Kinghorn
Pam Grubaugh-Littig (DOGM)
Kurt Seel (Assistant Attorney General)
Mark Page (Utah Division of Water Rights)
Jim Willey
Dan Skowronski
Rob McLeese
Greg Lawyer
Kendall Reed
Randy Scott
Adam Aleksander

AGREEMENT FOR PROPERTY ACCESS

This Agreement ("Agreement") is entered into this 10th day of July, 2001, by and between Sunnyside Cogeneration Associates ("SCA") and East Carbon City and Sunnyside City. SCA, East Carbon City and Sunnyside City are sometimes referred to collectively as "Parties" and individually as "Party".

WHEREAS, SCA owns Water Right No. 91-231 and uses water from this source in the operation of its waste coal fired electric generating facility located in Sunnyside, Utah;

WHEREAS; SCA desires to further develop Water Right No. 91-231;

WHEREAS, East Carbon City and Sunnyside City are the owners of real property above the source of water from Water Right No. 91-231

WHEREAS, SCA desires to obtain the right of access to property containing an abandoned shaft (the Property) which is owned by East Carbon City and Sunnyside City for exploration of a site for the location of a well for the development of water under the water right of SCA pursuant to the terms and conditions herein;

WHEREAS, East Carbon City and Sunnyside City (the Cities) intend to require SCA to take specific precautions for entry to the site of the proposed development because the site is a closed mined land reclamation site and requires special precautions and to require financial security from SCA for the clean up and restoration of the site of the exploration activities;

NOW THEREFORE, in consideration of the foregoing and respective representations, and agreements and payments contained herein and intending to be legally bound, SCA, East Carbon City and Sunnyside City agree as follows:

I. CONTRACT TERMS

- A. SCA shall pay East Carbon City \$5,000 and Sunnyside City \$5,000, for a total of \$10,000, upon the execution of this Agreement for the right to enter the Property of East Carbon City and Sunnyside City and to investigate development of Water Right No. 91-231 strictly and only under the terms of this Agreement.
- B. SCA and its agents and contractors shall not enter the property without receiving written Notice to Proceed under this Agreement. Prior to receiving a Notice to Proceed and entry on the Property SCA shall submit in writing in triplicate to East Carbon City and in triplicate to Sunnyside City a Project Plan describing and defining with specificity the activities on the Property proposed to be undertaken by SCA or its agents and contractors. The Project Plan for access to the Property shall be submitted to the Cities for the timely approval of counsel for each City

and a designated representative for each City and shall at a minimum, describe the proposed activities with respect to each of the following requirements and issues:

1. Site access, including any road improvement or grading activities proposed if any, the types of equipment used and precautions for controlling erosion from the site.
 2. Security, including provisions to prevent unauthorized entry access to the site to prevent injury to persons and property. Security provisions shall include preventing unauthorized entry to the shaft, and sealing the shaft pending construction of a final well facility or permanent resealing of the cap.
 3. Excavation - including removal and disposition of waste materials from the site.
 4. Cap and slab penetration - including precautions to prevent injury to persons or property.
 5. Monitoring - describing the procedures to investigate any anticipated hazards at the site.
 6. Exploration - how will the site be explored for water.
 7. Development (if applicable, a plan describing the development of the well site and easement would be submitted to the cities for approval)
 8. Re-sealing and reclamation if not developed
 9. Timing - the estimated elapsed time from notice from the Cities to proceed to SCA until the work anticipated by this Agreement is completed.
 10. Area of disturbance, describing the area to be disturbed using a plan with reasonable dimensions suitable for defining the size of the area of disturbance, the location of stockpiled materials if any, parking of vehicles and storage of waste materials prior to hauling from the site for disposal.
- C. SCA shall comply with any and all federal, state and local regulations associated with developing Water Right No. 91-231 including, but not limited to, those relating to the Utah State Engineer and the Utah Division of Oil, Gas and Mining and shall provide the cities written evidence of the approval of all agencies having jurisdiction over the reclamation site with the plan described in Paragraph B. above .
- D. To assure that SCA reclaims the property in accordance with all federal, state and local regulations, SCA shall deposit \$25,000 in an escrow account with East Carbon City for the benefit of East Carbon City and Sunnyside City which amount is estimated to be required to reseal the manshaft and reclaim the site in a manner required by the applicable regulations. If SCA, East Carbon City and Sunnyside City agree on a lease to allow development of the property for a well site and easement or if the property is cleaned up completely and fully reclaimed as

required by the Cities and the applicable regulations, then East Carbon City and Sunnyside City shall return the \$25,000 in the escrow account to SCA.

- E. SCA shall provide East Carbon City and Sunnyside City a complete list of the names of all contractors who will work on the site for SCA in the plan described in Paragraph B. above and evidence of comprehensive general liability insurance for SCA and for all contractors who will work on the project in an amount at least \$1,000,000 together with evidence of applicable workers compensation insurance.
- F. When SCA has provided the information as set forth above, East Carbon City, on behalf of itself and Sunnyside City, shall issue SCA a Notice to Proceed with the plans as submitted.
- G. If SCA determines that a particular parcel of property will work for development of Water Right No. 91-231, SCA, East Carbon City and Sunnyside City shall negotiate in good faith the terms and conditions relating to a lease of a well site and an easement for a water pipeline from the well site to SCA's existing water pipeline in Whitmore Canyon.

II. GENERAL TERMS

A. Authority and Enforceability

The Parties hereby represent and warrant that the execution and delivery of this Agreement has been duly authorized by all necessary corporate or city action and will not conflict with, result in any violation of, or constitute a default under, any provision of any agreement or other instrument binding upon or applicable to the Parties or any present law or government regulation or court decree applicable to the Parties. The Parties warrant that this Agreement constitutes a legal, valid and binding obligation of the Parties, enforceable in accordance with its terms.

B. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

C. Entire Agreement

This Agreement contains the entire agreement between the Parties respecting the subject matter of this Agreement and supersedes all prior understandings and agreements, whether oral or in writing, between the Parties respecting the subject matter of this Agreement, and this Agreement may only be amended in writing signed by the Parties.

D. Severability

If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

E. Notice

All written notices under the Agreement shall be directed as follows, and shall be considered delivered when deposited in the U.S. Mail, return receipt requested, provided the notices are actually received, or when hand delivered:

East Carbon City
% Mayor Dale Andrews
P.O. Box 70
East Carbon, UT 84520
Telephone: 435-888-6613
Telecopy: 435-888-2146

Sunnyside City
% Mayor Bruce Andrews
P.O. Box 69
701 Market Street
Sunnyside, UT 84539
Telephone: 435-888-4444
Telecopy: 435-888-0409

Sunnyside Cogeneration Associates
P.O. Box 10
East Carbon City, Utah 84520
Attention: Plant Manager
Telephone: 435-888-4476
Telecopy: 435-888-2538

With copies to:

Brian W. Burnett, Esq.
Callister Nebeker & McCullough
Gateway Tower East, Suite 900
10 East South Temple
Salt Lake City, UT 84133
Telephone: 801-530-7428
Telecopy: 801-364-9127

Gerald H. Kinghorn, Esq.
Parsons, Davies, Kinghorn & Peters
185 South State Street, Suite 700
Salt Lake City, UT 84111
Telephone: 801-363-4300
Telecopy: 801-363-4378

F. Successors and Assigns

It is understood and agreed hereto that all the terms and conditions herein contained shall extend to, inure to the benefit of, and bind the Parties hereto and their respective successors and assigns.

G. Indemnification

SCA, its successors and assigns, shall indemnify, defend and hold harmless East Carbon City and Sunnyside City, its officers, employees, agents, lessees, successors and assigns from any and all liabilities, losses, claims (including without limitation third party claims for personal injury, real or personal property damage), demands, penalties, fines, settlements, damages, lawsuits, response, remedial or inspection costs, government enforcement actions, judgments, interest and losses, including consultant and attorney's fees, together with all other costs and expenses, of whatever kind or nature, known and unknown, contingent or otherwise, whatsoever arising after the date of this Agreement from or in any way related to (a) SCA's activities under this Agreement and development of Water Right No. 91-231, or (b) SCA's violation of any federal, state, or local laws or regulations, unless such liability, loss, claim is caused by the actions of East Carbon City and Sunnyside City.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first written above.

SUNNYSIDE COGENERATION ASSOCIATES, a Utah
joint Venture

By: SUNNYSIDE HOLDINGS I, INC., a Delaware
corporation, a joint venture partner

By: [Signature]
Name: G.B. Laidy
Title: President

By: SUNNYSIDE II, L.P., a Delaware limited
partnership, a joint venture partner

By: SUNNYSIDE II, INC., Delaware
corporation, its general partner

By: [Signature]
Name: JAMES NEIL WILLEY
Title: VICE PRESIDENT

EAST CARBON CITY

By: [Signature]
Name: Dale Andrews
Mayor

ATTEST:

[Signature]
City Recorder

SUNNYSIDE CITY

By: [Signature]
Name: Bruce Andrews
Mayor

ATTEST:

[Signature]
City Recorder

Sunnyside Cogeneration Association

VENDOR CODE: 2139

CHECK DATE: 31-JUL-01

CHECK NO: 90400244

OUR REF. NO.	INVOICE	PURCHASE ORDER	INV. DATE	DISCOUNT	NET AMOUNT
3759	7/26/01		26-JUL-01		5,000.00
3760	ESCROW 7/26		26-JUL-01		25,000.00
TOTALS>					30,000.00

DETACH THIS PORTION BEFORE DEPOSITING CHECK

THE FACE OF THIS DOCUMENT IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

 97-10
1243

Sunnyside Cogeneration Association

 111 Market Place, Suite 200
Baltimore MD 21202-7110

DATE

31-JUL-01

AMOUNT

*****30,000.00

CHECK NUMBER

90400244

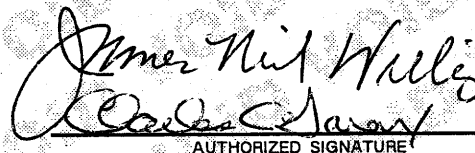
PAY Thirty thousand and 00/100 Dollars

 TO THE
ORDER
OF

 EAST CARBON CITY
ATTN: BRIAN BURNETT
CALLISTER NEBEKER & MCCULLOUGH
GATEWAY TOWER EAST S-900
SALT LAKE CITY UTAH 84133

VOID AFTER ONE HUNDRED EIGHTY DAYS FROM DATE OF CHECK

 1st Security Bank of Utah
P.O. Box 25237
Salt Lake City, UT 84125



AUTHORIZED SIGNATURE



⑈0090400244⑈ ⑆124000012⑆ 060 00096 90⑈

Sunnyside Cogeneration Association

VENDOR CODE: 2140

CHECK DATE: 31-JUL-01

CHECK NO: 90400261

OUR REF. NO.	INVOICE	PURCHASE ORDER	INV. DATE	DISCOUNT	NET AMOUNT
3758	7/26/01		26-JUL-01		5,000.00
			TOTALS>		5,000.00

DETACH THIS PORTION BEFORE DEPOSITING CHECK

THE FACE OF THIS DOCUMENT IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

 97-10
1243

Sunnyside Cogeneration Association

 111 Market Place, Suite 200
Baltimore MD 21202-7110

DATE
31-JUL-01

AMOUNT
*****5,000.00

CHECK NUMBER
90400261

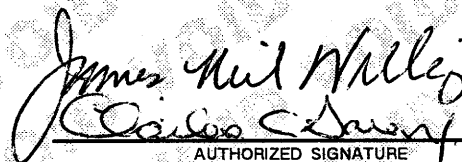
PAY Five thousand and 00/100 Dollars

 TO THE
ORDER
OF

 SUNNYSIDE CITY
ATTN: BRIAN BURNETT
CALLISTER NEBEKER & MCCULLOUGH
GATEWAY TOWER EAST S-900
SALT LAKE CITY UTAH 84133

VOID AFTER ONE HUNDRED EIGHTY DAYS FROM DATE OF CHECK

 1st Security Bank of Utah
P.O. Box 25237
Salt Lake City, UT 84125


 AUTHORIZED SIGNATURE


0090400261 1240000121 060 00096 90



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor

Kathleen Clarke
Executive Director

Lowell P. Braxton
Division Director

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

August 13, 2001

Brian W. Burnett, Esq.
Callister, Nebeker & McCullough
Gateway Tower East, Suite 900
10 East South Temple
Salt Lake City, Utah 84133

RE: Request to Proceed With Water Development Right No. 91-231, Sunnyside Cogeneration Associates, Sunnyside Refuse and Slurry, C/007/035, Outgoing File

Dear Mr. Burnett:

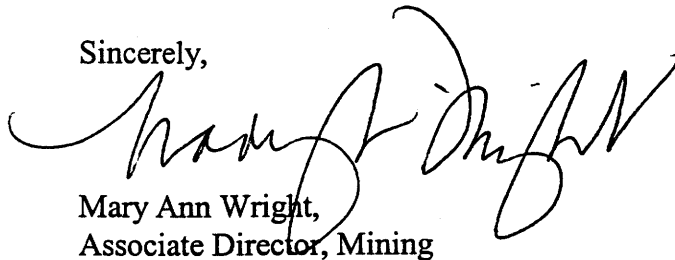
This letter responds to your July 17, 2001 letter to Pamela Grubaugh-Littig, Utah Division of Oil, Gas & Mining (DOGM) and Kurt Seel, Assistant Attorney General. In your letter your client, Sunnyside Cogeneration Associates (SCA), requests authorization from DOGM to develop a water right identified as No. 91-231 located in the Manshaft at the Sunnyside Mine. You indicated that the Manshaft has been sealed and the property reclaimed. Attached to your letter was the "Agreement for Property Access" dated July 10, 2001 between SCA, East Carbon City, and Sunnyside City, which indicates written approval by the DOGM was required for your client to proceed with the project.

Based upon the representations in your July 17, 2001 letter and the "Agreement for Property Access," it is the Division's understanding that water to be produced from the Manshaft does not satisfy, nor would be put to a use which would satisfy, the definition of "surface coal mining and reclamation operations" or a "surface coal mining operation" as defined under the Utah Coal Mining and Reclamation Act, Utah Code 40-10-3(19), (20), nor the definition of a "mining operation," as defined under the Utah Mined Land Reclamation Act, Utah Code 40-8-4(8). For this reason neither a reclamation plan nor a reclamation surety appears to be necessary under those acts. However, in the event the use or development of this water right would satisfy the above-described definitions, or otherwise subject the proposed work to the Utah Coal Mining and Reclamation Act or the Mined Land Reclamation Act, DOGM would re-evaluate your client's request.

Although SCA's proposed work does not appear to trigger reclamation planning and surety requirements, DOGM understands it will involve reopening a recently sealed mine shaft which continues at this time to be the subject of the reclamation jurisdiction of DOGM. The Manshaft was initially sealed to address both safety and environmental concerns. Reopening the manshaft has the potential to increase safety and environmental risks. For this reason, if SCA provides DOGM the same indemnification, defense and hold harmless protection described in paragraph "G" of the Agreement, DOGM has no objection to SCA performing the work described in the "Agreement for Property Access" dated July 10, 2001.

If your client agrees to extend the indemnification protection to DOGM, please have them sign below and return a fully executed copy of your client's indemnification to me at the above address. If you have any questions, comments or concerns, please do not hesitate to contact me at (801) 538-5306 or Pamela Grubaugh-Littig at (801) 538-5268.

Sincerely,



Mary Ann Wright,
Associate Director, Mining

vs
Attachment

cc: Kurt Seel, AAG
Pamela Grubaugh-Littig
Price Field Office

P:\GROUPS\COAL\WP\007035.SRS\DRAFT\Sunnyside Burnett ltr.wpd

Indemnification

SCA, its successors and assigns, shall indemnify, defend and hold harmless the Utah Division of Oil, Gas & Mining, its officers, employees, agents, lessees, successors and assigns from any and all liabilities, losses, claims (including without limitation third party claims for personal injury, real or personal property damage), demands, penalties, fines, settlements, damages, lawsuits, response, remedial or inspection costs, government enforcement actions, judgments, interest and losses, including consultant and attorney's fees, together with all other costs and expenses, of whatever kind or nature, known and unknown, contingent or otherwise, whatsoever arising after the date of this Agreement from or in any way related to SCA's activities under this Agreement and development of Water Right No. 91-231, unless such liability, loss, claim is caused by the action of the Utah Division of Oil, Gas & Mining.


SUNNYSIDE COGENERATION ASSOCIATES, a Utah
joint venture, composed of:

By: SUNNYSIDE HOLDINGS I, INC., a Delaware
corporation, a joint venture partner

By:

Name:

Title:


G.B. Lawver
President

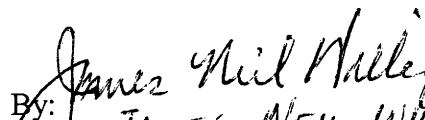
By: SUNNYSIDE II, L.P., a Delaware limited
partnership, a joint venture partner

By: SUNNYSIDE II, INC., a Delaware
corporation, the general partner of
Sunnyside II, L.P.

By:

Name:

Title:


JAMES NEIL WILLEY
VICE PRESIDENT

09/19/2001

PRODUCER

Meyers-Reynolds & Associates
1230 North Robinson
Oklahoma City, Ok 73103
405-235-6633/405-235-6634

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A LIBERTY MUTUAL FIRE INS. CO.
COMPANY LETTER B LIBERTY INSURANCE CORPORATION
COMPANY LETTER C LIBERTY MUTUAL INSURANCE CO.
COMPANY LETTER D GREENWICH INSURANCE COMPANY
COMPANY LETTER E

INSURED

SUNNYSIDE COGENERATION ASSOC.
C/O CONSTELLATION ENERGY GROUP
250 W. PRATT ST., 20TH FLOOR
BALTIMORE, MD 21201

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. OWNER'S & CONTRACTOR'S PROT.	TB2-691-518993-011	08/01/01	08/01/02	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED. EXPENSE (Any one person) \$ 10,000
B	AUTOMOBILE LIABILITY				
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY	AS7-691-518993-091	08/01/01	08/01/02	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
C	EXCESS LIABILITY				
	<input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	TH1-691-518993-111	08/01/01	08/01/02	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				
		WC1641004418011	05/01/01	05/01/02	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
D	POLLUTION LIAB.				
		PEC0004787	08/11/01	08/11/04	EACH LOSS 1,000,000 TOTAL/LOSS 3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

LIMITS: \$1,000,000 EACH LOSS/\$3,000,000 TOTAL OF ALL LOSS -
REMEDICATION EXPENSE OR LEGAL DEFENSE EXPENSE \$100,000 SELF INSURED
RETENTION. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON
GENERAL LIABILITY.

CERTIFICATE HOLDER

EAST CARBON CITY & SUNNYSIDE CITY
BRIAN BURNETT
10 EAST SOUTH TEMPLE, SUITE 900
SALT LAKE CITY UT 84133

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Lee Reynolds

ACORD. CERTIFICATE OF LIABILITY INSURANCE		SP ID G6 ALEKS-1	DATE (MM/DD/YY) 09/14/01
PRODUCER Marsh Advantage America/ID 34-480108-NP-OC-XSA P O Box 33015 San Antonio TX 78265 Phone: 877-616-7474 Fax: 210-738-1743		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Aleksander & Associates, PA Adam Aleksander 5109 N Sawyer Ct Garden City ID 83714		INSURERS AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Ins Co	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

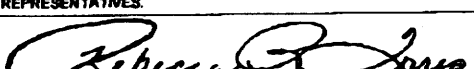
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	34SBALZ7255	11/18/00	11/18/01	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER
					E.L. EACH ACCIDENT \$
					F.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named Additional Insured as their interest may appear.

*Except for 10 day non-payment. For inquiries, call 1-800-457-2379.

CERTIFICATE HOLDER Sunnyside Cogeneration Associates PO Box 10 E Carbon City UT 84520	Y	ADDITIONAL INSURED, INSURER LETTER: SUNNY-3	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 
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STATE INSURANCE FUND

1215 W. STATE STREET - PO BOX 83720 - BOISE, IDAHO 83720-0044
PHONE (208) 334-2370 - (800) 334-2370

POLICY INFORMATION PAGE

ITEM 1. INSURED

ALEKSANDER & ASSOCIATES PA
PO BOX 3027

BOISE, ID 83703

FEIN: 82-0489622

POLICY NUMBER: 560540

REPORTING STATUS: 1 PAY PLAN 100% DOWN

ANNIVERSARY: 07/01

BUSINESS TYPE: Corporation

AGENCY NUMBER:

RISK ID NUMBER: 0

ITEM 2. POLICY PERIOD COMMENCING 12:01 A.M. MOUNTAIN STANDARD TIME AT THE ADDRESS OF THE INSURED FROM 08/30/1997 TO 07/01/1998. THE INSURANCE UNDER THIS POLICY SHALL AUTOMATICALLY RENEW AND CONTINUE IN FULL FORCE FOR SUCCEEDING PERIODS OF ONE YEAR.

ITEM 3. A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF IDAHO.

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN IDAHO. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:

BODILY INJURY BY ACCIDENT	\$100,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	\$500,000	POLICY LIMIT
BODILY INJURY BY DISEASE	\$100,000	EACH EMPLOYEE

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO THE STATES LISTED HERE:
NONE

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:

ITEM 4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUAL OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

Service Locations Statewide

Coeur d'Alene
1000 W. Hubbard Street
Harbor Center, Suite 100
Coeur d'Alene, ID 83814
208/769-1513

Lewiston
1118 F Street
Lewiston, ID 83501
208/799-3050

Pocatello
353 North 4th, Suite 280
P.O. Box 2225
Pocatello, ID 83206
208/233-6302

Twin Falls
621 N. College Rd
Suite 102
Twin Falls, ID 83301
208/733-0053

Idaho Falls
525 Park Avenue
Suite 2C
Idaho Falls, ID 83402
208/525-7287

Sep 18 01 11:30a

A.K. Aleksander

208-321-0300

p.3

FROM : STEVE SELEKOF: STATE FARM FAX NO. : 208 344 6951

Sep 18 2001 11:16AM P2



RMKS

SEPTEMBER 18, 2001

AGENT COPY
AGENT: F468/1219

POLICY#: L06 9943-B20-12B

ALEKSANDER & ASSOCIATES PA
5109 N SAWYER AVE
BOISE, ID 83714-1490

PHONE#: (B) 208-321-0200

****VEHICLE SUMMARY****

87 FORD F150 PICKUP

VIN: 1FTEF14Y4HPA50249

IRG: 010 CLASS: 1LOH30

OXD: 02/20/1998

COV: A 500/500/100, C25000, D250, G500, H, R1 80%/500, U 50/100, W 50/100

AFD 10% \$30.48, ODM 67994 02-98.

Eff date: (09/18/01) Curr date: (09/18/01) Time: (10:10 AM)

RO REMARKS: (ADD AS ADDL INS: SUNNY COGENERATION ASSO, POB 10, EAST CARBON)
(CITY, UTAH, 84520)

REMARKS APPLY TO: Auto

STEVE SELEKOF, CLU, AGENT
208-344-6900 INITIALS (TMF)

PRODUCER Wells Fargo Insurance P.O. Box 957 Salt Lake City UT 84110 Phone: 801-246-1905 Fax: 801-328-0637	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED A-Core Concrete Cutting, Inc. 5360 Riley Lane Murray UT 84107-5820	INSURER A: Zurich Insurance
	INSURER B: Workers Comp. Fund of Utah
	INSURER C: Advantage Compensation (non-Ut
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CON95849684	04/01/01	04/01/02	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	CON95849767	04/01/01	04/01/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY	CON98503189	04/01/01	04/01/02	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 0				\$
					\$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2059314	04/01/01	04/01/02	<input checked="" type="checkbox"/> WC STAT-L-TORY LIMITS <input type="checkbox"/> OTH-ER \$ 1,000,000
		2234236	04/01/01	04/01/02	E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	OTHER	CON95849684	04/01/01	04/01/02	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Equipment Floater				Equipment 4,042,898 lease/ren 150,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Master Work Agreement for Field Services/Sunnyside Cogeneration Associates are added as additional insured excluding workers compensation

CERTIFICATE HOLDER Sunnyside Cogeneration Associates 1 Power Plant Road P.O. Box 159 Sunnyside UT 84539	ADDITIONAL INSURED; INSURER LETTER: _____ BSS8888	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BE ADVISED BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BY MAIL _____ Randy C. Emery
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ACORD CERTIFICATE OF LIABILITY INSURANCE

SEP 20 01

PRODUCER
BLACKBURN JONES COMPANY
 906 24TH STREET
 PO BOX 1479
 OGDEN UT 84401
 PHONE: 801-392-7518

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
 CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
 DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
 POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: Assurance Company of America
 COMPANY B: California Indemnity Ins Co
 COMPANY C:
 COMPANY D:
 COMPANY E:

INSURED
DEL'CO WESTERN
 2559 S 1935 W
 SALT LAKE CITY UT 84119

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED,
 NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
 MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.
 LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PPS 33823940	OCT 1 01	OCT 1 02	EACH OCCURRENCE \$ 1,000,000
	FIRE DAMAGE (Any One Fire) \$ 1,000,000				
	MED. EXP (Any One Person) \$ 10,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000				
	PRODUCTS-COMP/OP AGG. \$ 2,000,000				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PPS 33823940	OCT 1 01	OCT 1 02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY: EA ACC \$ AGG \$				
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	PPS 33823940	OCT 1 01	OCT 1 02	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000				
	\$				
	\$				
	\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	C 2082921B	JAN 1 01	JAN 1 02	WC STATUS: <input type="checkbox"/> TORY-LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 100,000				
	E.L. DISEASE-EA EMPLOYEE \$ 100,000				
	E.L. DISEASE-POLICY LIMIT \$ 500,000				
	OTHER:				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**CERTIFICATE HOLDER**

ADDITIONAL INSURED: INSURER LETTER: _____

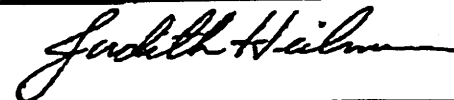
CANCELLATION

SUNNYSIDE COGENERATION ASSOC
 #1 POWERPLANT RD
 SUNNYSIDE, UT 84639

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
 THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
 BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
 OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



MARSH USA INC		CERTIFICATE OF INSURANCE			CERTIFICATE NUMBER HOU-000343531-00	
PRODUCER MARSH USA INC. WELLS FARGO PLAZA 1000 LOUISIANA, SUITE 4000 713-654-0400 HOUSTON, TX 77002-5008 11291 — HYDR		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY A STEADFAST INSURANCE CO.				
		COMPANY B ZURICH INSURANCE COMPANY				
		COMPANY C AMERICAN GUARANTEE & LIABILITY				
INSURED HydroChem Industrial Services, Inc. 900 Georgia Ave. Deer Park, TX 77536		COMPANY D N/A				
COVERAGES <small>This certificate supplements and continues any previously issued certificate for the policy period noted below.</small> THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	BOG 2855735-03	12/15/00	12/15/01	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPLETION AGG	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADJ INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MFG EXP (Any one person)	\$ 5,000
C	AUTOMOBILE LIABILITY	BAP 2856491-03 (NC)	12/15/00	12/15/01	COVERED AUTO LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	TAP 2855740-03 (TX)	12/15/00	12/15/01		
	<input type="checkbox"/> ALL OWNED AUTOS	BAP 2856489-03 (FL)	12/15/00	12/15/01	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS	BAP 2856490-03 (VA)	12/15/00	12/15/01	BODILY INJURY (Per accident)	\$
B	<input checked="" type="checkbox"/> HIRED AUTOS	BAP 2855739-03 (AOS)	12/15/00	12/15/01	PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC 2855/41-03 AOS	12/15/00	12/15/01	<input checked="" type="checkbox"/> WC STAT - 100% LIMITS	\$
	<input type="checkbox"/> OTHER				\$	
	THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				E1 EACH ACCIDENT	\$ 1,000,000
					E1 DISALE POLICY LIMIT	\$ 1,000,000
					E1 DISEASE EACH EMPLOYEE	\$ 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)						
CERTIFICATE HOLDER SUNNYSIDE COGENERATION ASSOCIATES C/O BRIAN BURNALT/ATTORNEY@LAW 10 EAST SOUTH TEMPLE SUITE 900 SALT LAKE CITY, UT 84133						
CANCELLATION SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BY REASON THE EXPIRATION DATE HEREOF THE INSURER AFFORDING COVERAGE WILL (INFAVOR TO THE) 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO GIVE SUCH NOTICE SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR THE EXPIRATION DATE.						
MARSH USA INC. BY: William R. Lee <i>William R. Lee</i> 11/1/00						

ACORD CERTIFICATE OF LIABILITY INSURANCE		EP ID DE NIELS-1	DATE (MM/DD/YY) 09/20/01
PRODUCER James Banasky Insurance L.C. 475 E Main Suite 2 PO Box 728 Price UT 84501-0728 Phone: 435-637-7803 Fax: 435-637-7811		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Nielson Construction P.O. Box 620 Huntington UT 84528		INSURERS AFFORDING COVERAGE INSURER A: St Paul Fire and Marine INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	KKO7800309	12/24/00	12/24/01	EACH OCCURRENCE \$ 2000000 FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	KKO7800309	12/24/00	12/24/01	COMBINED SINGLE LIMIT (Ea accident) \$ 2000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ WC STATUTORY LIMITS OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	N	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
SUNNYSIDE CO-GENERATION PO BOX 159 SUNNYSIDE UT 84539		SUNNYSI	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
			James Banasky Insurance

September 20, 2001



Attn: RUSTY NETZ
SUNNYSIDE CO GENERATION ASSOC
P O BOX 159
EAST CARBON UT 84539

CERTIFICATE OF INSURANCE

This will certify that:

NIELSON CONSTRUCTION CO
PO BOX 620
HUNTINGTON UT 84528

Policy Number 1390973

has an active Workers Compensation and Employers Liability policy in accordance with the provisions of the Utah Workers Compensation Act for the period 7/1/2001 to 6/30/2002.

If the policy is cancelled prior to the policy expiration date of 6/30/2002 you will be notified.

Employer's Liability:

Each Accident:	500,000
Disease - Policy Limit:	500,000
Each Employee:	500,000

Job Reference:

This certificate does not amend, extend or alter the coverage afforded by the policy.

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
09/24/2001

PRODUCER (972)980-9484 FAX (972)980-9481
 Texas AGA, Inc.
 4205 Beltway Drive
 Addison, TX 75001
 Debbie Terry

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Wilfred Baker Engineering, Inc;
 BPZ, Inc.;
 Energy & Chemical Consultants, Inc.
 3330 Oakwell Court, Suite 100
 San Antonio, TX 78218-3024

INSURER A Lancer Insurance Co.
 INSURER B Legion Insurance Co.
 INSURER C:
 INSURER D:
 INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL800969	02/07/2001	02/07/2002	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 250,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Excludes				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> Professional Liab.				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPIOP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	BA800968	02/07/2001	02/07/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$	
<input type="checkbox"/>				AUTO ONLY: AGG \$	
A	EXCESS LIABILITY	XS800970	02/07/2001	02/07/2002	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Sunnyside Cogeneration Associates
 Brian Burnette
 P.O. Box 10
 East Carbon City, UT 84520

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Fred Bruns

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/24/2001

PRODUCER (972)783-4915 FAX (972)699-9850
Wood Wilson Company, Inc.
Jannette International
8111 LBJ Freeway, Suite 585
Dallas, TX 75251

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Baker Engineering & Risk Consultants, Inc
Wilfred Baker Engineering, Inc.
3330 Oakwell Court, Suite 100
San Antonio, TX 78218

INSURER A: Texas Mutual Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF1105963	05/15/2001	05/15/2002	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Workers Comp - Out of State	8084721	05/15/2001	05/15/2002	\$500,000 ea Accident \$500,000 Disease-Ea Employee \$500,000 Disease -Pol Limit

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Job No: A297-001

Job Description: Safety Officer Subcontracting

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

Sunnyside Cogeneration Associates
Attn: Brian Burnette
P.O. Box 10
East Carbon City 84520

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

R. Lamar Wilson